71-1278

IN THE

Supreme Court of the United States

OCTOBER TERM 1971

NO. ~~71-1217~~

Supreme Court, U. S.
FILED
APR 24 1972
MICHAEL RODAK, JR., CLERK

CHEVRON OIL COMPANY
THE CALIFORNIA COMPANY DIVISION,
Petitioner,

versus

ROYAL INSURANCE COMPANY, EXCESS-SURPLUS LINES, INC., and/or UNDERWRITERS AT LLOYD'S, LONDON and MR. MINOR CHERAMIE and/or CHERAMIE BO-TRUC NO. 5, INC.,
Respondents.

BRIEF IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

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MAY IT PLEASE THE COURT:

The petition in this case is nothing more than a disguised attack on the findings of fact of the District Judge. A crane owned by Chevron, situated on a Chevron fixed platform in the Gulf of Mexico and operated by a Chevron employee was the instrumentality which caused negligent injury to a crewmember of a vessel alongside the platform to off-load equipment. Neither the vessel nor her crew was found to have played any part in causing the injury. The Chief Judge of the Appellate Court was prompted to comment:

> "The fact findings — which no one can, or does, challenge — are specific. The vessel and her crew were, on the one hand, absolved from all wrong or unseaworthiness. Chevron, on the other hand, was found at fault for the manner in which the crane was operated. The vessel offered nothing further than a condition or locale for the accident."

While Chevron was named as an assured in the vessel's P & I policy, no liability was imposed on Chevron *vis-a-vis* the vessel. The P & I policy did not insure Chevron's liability as a platform owner and operator. This was the holding of the courts below.[1] The absence of vessel liability is a matter of fact which is not subject to attack in this forum. We respectfully submit that there is no proper premise for review by this Court and certiorari should be denied.

Respectfully submitted,

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[1] The lower courts cited as authority an arbitration proceeding entitled "In the Matter of Barge BW-133 Fire", 1968 A.M.C. 2738.